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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TRUSTEES OF THE OPERATING ENGINEERS PENSION TRUST; TRUSTEES OF THE OPERATING ENGINEERS HEALTH AND WELFARE FUND; TRUSTEES OF THE OPERATING ENGINEERS JOURNEYMAN AND APPRENTICE TRAINING TRUST; and TRUSTEES OF THE OPERATING ENGINEERS VACATION-HOLIDAY SAVINGS TRUST, Plaintiffs, vs. ALLEN DRILLING, INC., a Nevada corporation; ALL TRADES CONCRETE CONSTRUCTION, INC., a Nevada corporation; FRED ANDERSON DRILLING, INC., a Nevada corporation; ARCON FLOORING, INC., a Nevada corporation; OAKVIEW CONSTRUCTION, INC., an Iowa corporation, d/b/a ARMADA CONCRETE, LLC, a Nevada limited liability company; BADGER CONSTRUCTION, a Nevada corporation; CARRASCO CONCRETE, INC.; a Nevada corporation; CONCRETE SYSTEMS, LLC, a Nevada limited liability company; COOK BROTHERS CONCRETE, LLC, a Nevada limited liability company; C & H CONCRETE, LLC, a Nevada limited liability company, d/b/a CORONADO CONCRETE, d/b/a CORONADO CONCRETE & MASONRY; DIAMOND CONCRETE CUTTING, L.L.C., a Nevada limited liability company; E & M CONTRACTING LLC, a Nevada limited liability company; HOFSOMMER EXCAVATING, INC., a Nevada corporation; INTELLECOM	CASE NO.: **COMPLAINT FOR STATUTORY DAMAGES UNDER NEVADA REVISED STATUTES SECTION 608.150**

COMMUNICATIONS, INC., a Nevada corporation; LAYNE CHRISTENSEN COMPANY, a Delaware corporation: M S CONCRETE CO., INC., a Nevada corporation; MARNELL MASONRY, INC., a Nevada corporation; MICHELS CORPORATION, a Wisconsin corporation; MILLENNIUM CONCRETE CONSTRUCTION COMPANY, an Ohio corporation; NORPAC CONSTRUCTION, LLC, a Nevada limited liability company; OBAYASHI CONSTRUCTION CORPORATION, a Japanese corporation; OLSEN & LEONARD CONSTRUCTION, INC., a Nevada corporation; THE PENTA BUILDING GROUP, INC., a Nevada corporation; PRECISION CONCRETE, a Nevada corporation; PULTE BUILDING SYSTEMS, L.L.C., a Nevada limited liability company; SILVER STATE PETROLEUM SERVICES, INC., a Nevada corporation; SONORA SUN CORPORATION, a Nevada corporation; STAMPCO CONCRETE, INC., a Nevada corporation; STONE AGE CONCRETE LLC., a Nevada limited liability company; THOR CONSTRUCTION, INC., a Minnesota corporation; and WGDL, INC., a Nevada corporation,

Defendants.

Plaintiffs TRUSTEES OF THE OPERATING ENGINEERS PENSION TRUST; TRUSTEES OF THE OPERATING ENGINEERS HEALTH AND WELFARE FUND; TRUSTEES OF THE OPERATING ENGINEERS JOURNEYMAN AND APPRENTICE TRAINING TRUST; AND TRUSTEES OF THE OPERATING ENGINEERS VACATION-HOLIDAY SAVINGS TRUST (hereinafter "Plaintiffs" or the "Trusts") complain and allege as follows:

GENERAL ALLEGATIONS

1. This Court has jurisdiction of this case pursuant to § 502(e)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Title 29 U.S.C. § 1132(e)(1), which grants the United States District Courts jurisdiction over civil actions brought by a fiduciary pursuant to § 502(a)(3) of ERISA, Title 29 U.S.C. § 1132(a)(3), to redress violations or enforce the terms of ERISA or an employee benefit plan governed by ERISA. Such

jurisdiction exists without respect to the amount in controversy or the citizenship of the parties, as provided in § 502(f) of ERISA, Title 29 U.S.C. § 1132(f).

2. This Court also has jurisdiction of this case pursuant to § 301(a) of the Labor Management Relations Act of 1947, as amended ("LMRA"), 29 U.S.C. § 185(a), which grants the United States District Courts original jurisdiction over suits for violation of contracts between an employer and a labor organization in an industry affecting commerce, without respect to the amount in controversy and the citizenship of the parties.

3. Venue is proper in this Court pursuant to § 502(e)(2) of ERISA, 29 U.S.C. § 1132(e)(2), and § 301(a) of the LMRA, 29 U.S.C. § 185(a), in that this is the District in which the Plaintiff Trusts (defined below) are administered, the signatory union maintains union offices, and where the contractual obligation is to be paid.

4. To the extent this Complaint sets forth any state law claims, this Court has supplemental jurisdiction over those claims pursuant to 28 U.S.C. § 1367(a).

PARTIES

5. Plaintiffs are express trusts created pursuant to written declarations of trust (hereinafter "Trust Agreements") between the International Union of Operating Engineers, Local Union No. 12, (hereinafter "Local 12") and various employer associations in the construction industry in Southern California and Southern Nevada. The Trusts were created and now exist pursuant to § 302(c) of the Labor-Management Relations Act of 1947, as amended 29 U.S.C. § 186(c).

6. At all times material herein, Local 12 has been a labor organization representing employees in the building and construction industry in Southern California and Southern Nevada, and a labor organization representing employees in an industry affecting commerce within the meaning of § 301(a) of the Labor-Management Relations Act of 1947, as amended 29 U.S.C. § 185(a).

7. Plaintiffs, as trustees of the Trusts, are "fiduciar[ies]" with respect to the Trusts as defined in § 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A).

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8. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **ALLEN DRILLING, INC.** (hereinafter "Allen") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business located in Las Vegas, Nevada.

9. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **ALL TRADES CONCRETE CONSTRUCTION, INC.** (hereinafter "All Trades") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business located in Henderson, Nevada.

10. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **FRED ANDERSON DRILLING, INC.** (hereinafter "Anderson") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business located in Winnemucca, Nevada.

11. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **ARCON FLOORING, INC.** (hereinafter "Arcon") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business in Las Vegas, Nevada.

12. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **OAKVIEW CONSTRUCTION, INC. d/b/a ARMADA CONCRETE, LLC** (hereinafter "Armada") has been a foreign corporation organized and existing by virtue of the laws of the State of Iowa, and qualified to do business in Nevada.

13. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **BADGER CONSTRUCTION** (hereinafter "Badger") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business located in Las Vegas, Nevada.

14. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **CARRASCO CONCRETE, INC.** (hereinafter "Carrasco") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada, with its principal place of business in Las Vegas, Nevada.

15. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **CONCRETE SYSTEMS, LLC** (hereinafter "Concrete Systems") has been a domestic limited liability company organized and existing by virtue of the laws of the State of Nevada.

16. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **COOK BROTHERS CONCRETE LLC** (hereinafter "Cook Brothers") has been a domestic limited liability company organized and existing by virtue of the laws of the State of Nevada.

17. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **C & H CONCRETE, LLC, d/b/a CORONADO CONCRETE, d/b/a CORONADO CONCRETE & MASONRY** (hereinafter "Coronado") has been a domestic limited liability company organized and existing by virtue of the laws of the State of Nevada.

18. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **DIAMOND CONCRETE CUTTING, L.L.C.** (hereinafter "Diamond") has been a limited liability company organized and existing by virtue of the laws of the State of Nevada with its principal place of business in Henderson, Nevada.

19. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **E & M CONTRACTING LLC** (hereinafter "E & M") has been a limited liability company organized and existing by virtue of the laws of the State of Nevada with its principal place of business located in Las Vegas, Nevada.

20. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **HOFSOMMER EXCAVATING INC.** (hereinafter "Hofsommer") has been a corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business located in Las Vegas, Nevada.

21. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **INTELLECOM COMMUNICATIONS, INC.** (hereinafter "Intellicom") has been a corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business located in Las Vegas, Nevada.

22. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **LAYNE CHRISTENSEN COMPANY** (hereinafter "Layne Christensen") has been a foreign corporation organized and existing by virtue of the laws of the State of Delaware, and qualified to do business in Nevada.

23. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **M S CONCRETE CO., INC.** (hereinafter "M S Concrete") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business located in North Las Vegas, Nevada.

24. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **MARNELL MASONRY, INC.** (hereinafter "Marnell") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business in Las Vegas, Nevada.

25. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **MICHELS CORPORATION** (hereinafter "Michels") has been a foreign corporation organized and existing by virtue of the laws of the State of Wisconsin and qualified to do business in Nevada.

26. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **MILLENNIUM CONCRETE CONSTRUCTION COMPANY** (hereinafter "Millennium") has been a foreign corporation organized and existing by virtue of the laws of the State of Ohio, and qualified to do business in Nevada.

27. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **NORPAC CONSTRUCTION, L.L.C.** (hereinafter "NorPac") has been a domestic limited liability company organized and existing by virtue of the laws of the State of Nevada.

28. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **OBAYASHI CONSTRUCTION CORPORATION** (hereinafter "Obayashi") has been a foreign corporation organized and existing by virtue of the laws of the Nation of Japan, and qualified to do business in Nevada.

29. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **OLSEN & LEONARD CONSTRUCTION, INC.** (hereinafter "Olsen & Leonard") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada, with its principal place of business in Las Vegas, Nevada.

30. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **THE PENTA BUILDING GROUP, INC.** (hereinafter "Penta") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business in Las Vegas, Nevada.

31. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **PRECISION CONCRETE** (hereinafter "Precision") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business in Las Vegas, Nevada.

32. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **PULTE BUILDING SYSTEMS, L.L.C.** (hereinafter "Pulte") has been a limited liability company organized and existing by virtue of the laws of the State of Nevada with its principal place of business in Las Vegas, Nevada.

33. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **SILVER STATE PETROLEUM SERVICES, INC.** (hereinafter "Silver State") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business in Las Vegas, Nevada.

34. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **SONORA SUN CORPORATION** (hereinafter "Sonora") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business in Henderson, Nevada.

35. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **STAMPCO CONCRETE, INC.** (hereinafter "Stampco") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business in Henderson, Nevada.

36. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **STONE AGE CONCRETE LLC.** (hereinafter "Stone Age") has been a domestic limited liability company organized and existing by virtue of the laws of the State of Nevada.

37. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **THOR CONSTRUCTION, INC.** (hereinafter "Thor") has been a foreign corporation organized and existing by virtue of the laws of the State of Minnesota, and qualified to do business in Nevada.

38. Plaintiffs are informed and believe, and thereon allege, that at all times material herein, Defendant **WGDL, INC.** (hereinafter "WGDL") has been a domestic corporation organized and existing by virtue of the laws of the State of Nevada with its principal place of business in Las Vegas, Nevada.

EXECUTION OF BARGAINING AGREEMENTS AND STATUS OF PARTIES

39. Plaintiffs repeat and reallege the allegations contained in the foregoing paragraphs as though fully set forth herein.

40. Plaintiffs are informed and believe, and thereon allege, that at all times relevant herein, there was in effect a collective bargaining agreement between Local 12 and non-parties Jen Holdings, Inc. d/b/a Quinn Concrete Pumping, Inc., also known as Mike Quinn Concrete Pumping (collectively "Quinn"), dated July 1, 2007 (hereinafter referred to as the "Master Labor Agreement"). Quinn recognized Local 12 as the authorized representative of its employees and agreed to be bound by the terms of the Master Labor Agreement.

41. Section 515 of ERISA, 29 U.S.C. §1145, provides "[e]very employer who is obligated to make contributions to a multiemployer plan under the terms of the plan or under the terms of a collectively bargained agreement shall, to the extent not inconsistent with law, make such contributions in accordance with the terms and conditions of such plan or such agreement."

42. Quinn is an "employer" as defined and used in §3(5) of ERISA, 29 U.S.C. §1002(5), and is "obligated to make contributions to a multiemployer plan" within the meaning and use of Section 515 of ERISA, as codified at 29 U.S.C. § 1145.

43. Both the Master Labor Agreement and 29 U.S.C. § 1132(g)(2) provide for the payment of liquidated damages caused by the failure to pay fringe benefit contributions in a timely manner, in a sum equal to ten percent (10%) of the total amount owed to the Trusts, $25.00 per month, or interest on the unpaid fringe benefit contributions at the rates established pursuant to 26 U.S.C. § 6621 from their respective due dates, whichever is greater.

44. Pursuant to 29 U.S.C. § 1132(g)(2), the Trusts are entitled to interest, at the rates established pursuant to 26 U.S.C. § 6621, on all unpaid contributions from the dates the sums were originally due to the Trusts to the date of judgment.

45. Plaintiffs are informed and believe, and thereon allege, that all conditions, covenants and promises required to be performed as conditions precedent for Quinn's performance under the Master Labor Agreement and related Trust Agreements have been properly performed by Plaintiffs.

46. Plaintiffs are informed and believe and thereon allege that Quinn failed to pay to the Trusts certain amounts of fringe benefit contributions and damages as outlined below and as will be established by proof at the trial herein.

47. Quinn was given written notice of its non-performance and a demand to perform. Quinn has failed and refused to cure the breach of its obligations to the Trusts.

48. Plaintiffs are informed and believe, and thereon allege, that there is no legal excuse for Quinn's breach of the Master Labor Agreement, and related Trust Agreements.

FIRST CLAIM FOR RELIEF

(Complaint for Statutory Damages- Nevada Revised Statutes § 608.150)

49. Plaintiffs repeat and reallege the allegations contained in the foregoing paragraphs as though fully set forth herein.

50. Section 608.150 of the Nevada Revised Statutes provides that a general contractor who uses the services of a subcontractor that fails to pay wages or contributions for work performed on the general contractor's construction projects shall be liable for those amounts to the third-party owed the wages or contributions. Such amounts include those amounts due to the Trusts by Quinn.

51. The Trusts are informed and believe that Allen subcontracted covered work to Quinn for the time period of October 19, 2010 to November 19, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

52. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Allen's projects in the following amounts:

a. **October 19, 2010 – *Unknown Project Location***

Contributions	$83.56
Liquidated Damages	$8.36

b. **November 5, 2010 – *Westwood & Silver***

Contributions	$94.01
Liquidated Damages	$9.40

c. **November 18, 2010 – *Mt. Charleston Well***

Contributions	$114.90
Liquidated Damages	$11.49

d. **November 19, 2010 – *Mt. Charleston Well***

Contributions	$83.56
Liquidated Damages	$8.36

TOTAL AMOUNT DUE ON ALLEN'S PROJECTS: **$ 413.64**

53. The Trusts are informed and believe that All Trades subcontracted covered work to Quinn between October 6, 2010 and November 24, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

54. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on All Trades' projects in the following amounts:

a. **October 6, 2010 – *Outlet Mall***

Contributions	$146.23
Liquidated Damages	$14.62

b. **October 27, 2010- *Outlet Mall***

Contributions	$271.57
Liquidated Damages	$27.16

c. **October 28, 2010- *Outlet Mall***

Contributions	$271.57
Liquidated Damages	$27.16

d. **November 24, 2010- *Unknown Project Location***

Contributions	$104.45
Liquidated Damages	$10.45

TOTAL AMOUNT DUE ON ALL TRADES' PROJECTS: **$ 873.21**

55. The Trusts are informed and believe that Anderson subcontracted covered work to Quinn for the time period of June 8, 2010 to October 22, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

56. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Anderson's projects in the following amounts:

a. **June 8, 2010 – *I-15 & Blue Diamond Road***

Contributions	$17.39
Liquidated Damages	$1.74

b. **June 15, 2010 – *I-15 & Blue Diamond***

Contributions	$17.39
Liquidated Damages	$1.74

c. **June 17, 2010 – *I-15 & Blue Diamond***

Contributions	$17.39
Liquidated Damages	$1.74

d. **June 23, 2010 – *Unknown Project Location***

Contributions	$17.39
Liquidated Damages	$1.74

e. **June 24, 2010 – *I-15 & Blue Diamond***

Contributions	$17.39
Liquidated Damages	$1.74

f. **July 9, 2010- *I-15 & Blue Diamond***

Contributions	$17.39
Liquidated Damages	$1.74

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g. **July 15, 2010 – *I-15 & Blue Diamond***

Contributions	$8.70
Liquidated Damages	$.87

h. **July 20, 2010 – *I-215 & I-15***

Contributions	$17.39
Liquidated Damages	$1.74

i. **July 21, 2010 – *Unknown Project Location***

Contributions	$17.39
Liquidated Damages	$1.74

j. **September 13, 2010 – *Boulder City Green Building***

Contributions	$19.14
Liquidated Damages	$1.91

k. **September 14, 2010 – *Unknown Project Location***

Contributions	$19.14
Liquidated Damages	$1.91

l. **September 15, 2010- *Boulder City Green Building***

Contributions	$19.14
Liquidated Damages	$1.91

m. **September 16, 2010 – *Boulder City Green Building***

Contributions	$19.14
Liquidated Damages	$1.91

n. **September 20, 2010 – *Unknown Project Location***

Contributions	$19.14
Liquidated Damages	$1.91

o. **September 21, 2010 – *Boulder City Green Building***

Contributions	$19.14
Liquidated Damages	$1.91

p. **September 22, 2010 – *Boulder City Green Building***

Contributions	$9.57
Liquidated Damages	$.96

q. **September 23, 2010 – *Unknown Project Location***

Contributions	$19.14
Liquidated Damages	$1.91

r. **September 24, 2010 – *I-15 & Blue Diamond***

Contributions	$19.14
Liquidated Damages	$1.91

s. **September 24, 2010 – *Unknown Project Location***

Contributions	$19.14
Liquidated Damages	$1.91

t. **October 14, 2010 – *Unknown Project Location***

Contributions	$88.78
Liquidated Damages	$8.88

u. **October 18, 2010 – *Unknown Project Location***

Contributions	$208.90
Liquidated Damages	$20.89

v. **October 20, 2010 – *Unknown Project Location***

Contributions	$177.57
Liquidated Damages	$17.76

w. **October 22, 2010 – *Unknown Project Location***

Contributions	$302.91
Liquidated Damages	$30.29

TOTAL AMOUNT DUE ON ANDERSON'S PROJECTS: **$ 1,218.57**

57. The Trusts are informed and believe that Arcon subcontracted covered work to Quinn between September 3, 2009 and August 7, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

58. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Arcon's projects in the following amounts:

a. **September 3, 2009- *Mandarin***

Contributions	$17.39
Liquidated Damages	$1.74

b. **September 3, 2009- *Unknown Project Location***

Contributions	$69.56
Liquidated Damages	$6.96

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c. **October 9, 2009- *Mandarin***

Contributions	$17.39
Liquidated Damages	$1.74

d. **October 10, 2009- *Mandarin***

Contributions	$8.70
Liquidated Damages	$.87

e. **October 16, 2009- *Mandarin***

Contributions	$17.39
Liquidated Damages	$1.74

f. **October 26, 2009- *Mandarin***

Contributions	$17.39
Liquidated Damages	$1.74

g. **October 27, 2009- *Mandarin***

Contributions	$17.39
Liquidated Damages	$1.74

h. **October 30, 2009- *Mandarin***

Contributions	$17.39
Liquidated Damages	$1.74

i. **November 18, 2009- *Mandarin***

Contributions	$17.39
Liquidated Damages	$1.74

j. **February 23, 2010- *Cosmo***

Contributions	$8.70
Liquidated Damages	$.87

k. **February 25, 2010- *Cosmo***

Contributions	$17.39
Liquidated Damages	$1.74

l. **March 5, 2010—May 28, 2010- *Cosmo Hotel Desk***

Contributions	$1,995.89
Liquidated Damages	$199.99

m. **July 23, 2010- *Cosmo***

Contributions	$17.39
Liquidated Damages	$1.74

n. **July 31, 2010- *Cosmo***

Contributions	$17.39
Liquidated Damages	$1.74

o. **August 7, 2010- *Cosmo***

Contributions	$9.57
Liquidated Damages	$.96

TOTAL AMOUNT DUE ON ARCON'S PROJECTS: **$ 2,496.35**

59. The Trusts are informed and believe that Armada subcontracted covered work to Quinn for the time period of July 11, 2008 to December 11, 2009, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

60. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Armada's projects in the following amounts:

a. **July 11, 2008 – *Valley Hospital***

Contributions	$16.64
Liquidated Damages	$1.66

b. **July 23, 2008 – *Red Rock Canyon***

Contributions	$16.64
Liquidated Damages	$1.66

c. **August 22, 2008 – *Los Feliz***

Contributions	$16.64
Liquidated Damages	$1.66

d. **September 24, 2008 – *Los Feliz***

Contributions	$16.64
Liquidated Damages	$1.66

e. **September 25, 2008 – *Valley Hospital***

Contributions	$16.64
Liquidated Damages	$1.66

f. **September 26, 2008 – *Valley Hospital***

Contributions	$16.64
Liquidated Damages	$1.66

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g. **October 13, 2008 – *Los Feliz***

Contributions	$16.64
Liquidated Damages	$1.66

h. **October 14, 2008 – *Unknown Project Location***

Contributions	$16.64
Liquidated Damages	$1.66

i. **September 21, 2009 – *Unknown Project Location***

Contributions	$8.70
Liquidated Damages	$.87

j. **December 11, 2009– *Kenney Law Firm***

Contributions	$17.39
Liquidated Damages	$1.74

TOTAL AMOUNT DUE ON ARMADA'S PROJECTS: **$ 175.15**

61. The Trusts are informed and believe that Badger subcontracted covered work to Quinn on November 11, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

62. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Badger's project in the following amounts:

a. **November 11, 2010 – *Unknown Project Location***

Contributions	$83.56
Liquidated Damages	$8.36

TOTAL AMOUNT DUE ON BADGER'S PROJECT: **$ 91.91**

63. The Trusts are informed and believe that Carrasco subcontracted covered work to Quinn for the time period of March 19, 2010 to June 3, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

64. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Carrasco's projects in the following amounts:

/ / /

a. **March 19, 2010-March 26, 2010 – *1818 Balzar***

Contributions	$721.69
Liquidated Damages	$72.17

b. **August 30, 2010 – *Decatur & Deer Springs***

Contributions	$1,104.27
Liquidated Damages	$110.43

c. **August 30, 2010 – *Sam's Club***

Contributions	$208.68
Liquidated Damages	$20.87

d. **August 30, 2010 – *Unknown Project***

Contributions	$69.56
Liquidated Damages	$6.96

TOTAL AMOUNT DUE ON CARRASCO'S PROJECTS: **$ 2,314.61**

65. The Trusts are informed and believe that Concrete Systems subcontracted covered work to Quinn for the time period of March 3, 2010 to March 5, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

66. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Concrete Systems' project in the following amounts:

a. **March 3-5, 2010 – *Shirley & Bill Wallin***

Contributions	$226.07
Liquidated Damages	$22.61

TOTAL AMOUNTS DUE ON CONCRETE SYSTEMS' PROJECT: **$ 248.68**

67. The Trusts are informed and believe that Cook Brothers subcontracted covered work to Quinn on May 6, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

68. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Cook Brothers' project in the following amounts:

/ / /

a. **May 6, 2010 – *Meade Ave. & Sheridan Street***

Contributions	$130.43
Liquidated Damages	$13.04

TOTAL AMOUNT DUE ON COOK BROTHERS' PROJECT: **$ 86.24**

69. The Trusts are informed and believe that Coronado subcontracted covered work to Quinn for the time period of March 8, 2010 to May 20, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

70. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Coronado's projects in the following amounts:

a. **March 8-18, 2010 – *Lexus Dealership***

Contributions	$330.41
Liquidated Damages	$33.04

b. **March 22-23, 2010 – *KB Homes/ Avalleno Ridge***

Contributions	$304.33
Liquidated Damages	$30.43

c. **March 23-26, 2010 – *KB Homes/ Inspirada***

Contributions	$152.16
Liquidated Damages	$15.22

d. **March 24, 2010 – *KB Homes/ Stirling Ridge***

Contributions	$69.56
Liquidated Damages	$6.96

e. **March 30, 2010 – *KB Homes/ Ridgewood***

Contributions	$108.69
Liquidated Damages	$10.87

f. **March 26, 2010--May 20, 2010 – *Harmony Homes/ Laguna***

Contributions	$69.56
Liquidated Damages	$6.96

TOTAL AMOUNT DUE ON CORONADO'S PROJECTS: **$ 1,138.18**

71. The Trusts are informed and believe that Diamond subcontracted covered work to Quinn for the time period of July 15, 2010 to August 30, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

72. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Diamond's projects in the following amounts:

a. **July 15, 2010-** ***Post Road***

Contributions	$17.39
Liquidated Damages	$1.74

b. **August 30, 2010 –** ***Unknown Project Location***

Contributions	$19.14
Liquidated Damages	$1.91

TOTAL AMOUNT DUE ON DIAMOND'S PROJECTS: **$ 40.18**

73. The Trusts are informed and believe that E & M subcontracted covered work to Quinn for the time period of February 10, 2010 to December 13, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

74. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on E & M's projects in the following amounts:

a. **February 10, 2010 –** ***McCarran Airport***

Contributions	$17.39
Liquidated Damages	$1.74

b. **March 3, 2010—May 11,2010 –** ***McCarran Airport***

Contributions	$643.43
Liquidated Damages	$64.34

c. **April 15, 2010 –** ***Green Valley Sub-Station***

Contributions	$78.26
Liquidated Damages	$7.83

d. **May 17, 2010 –** ***Decatur Sub-Station***

Contributions	$78.26
Liquidated Damages	$7.83

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e. **May 25, 2010 – *Equestrian Sub-Station***

Contributions	$73.91
Liquidated Damages	$7.39

f. **November 3, 2010 – *Chevron***

Contributions	$83.56
Liquidated Damages	$8.36

g. **November 5, 2010 – *McCarran Airport***

Contributions	$167.12
Liquidated Damages	$16.71

h. **November 12, 2010 – *McCarran Airport***

Contributions	$31.34
Liquidated Damages	$3.13

i. **November 16, 2010 – *Unknown Project Location***

Contributions	$83.56
Liquidated Damages	$8.36

j. **November 18, 2010 – *Unknown Project Location***

Contributions	$83.56
Liquidated Damages	$8.36

k. **December 1, 2010 – *McCarran Airport***

Contributions	$83.56
Liquidated Damages	$8.36

l. **December 8, 2010 – *Reid Gardner***

Contributions	$167.12
Liquidated Damages	$16.71

m. **December 13, 2010 – *Harry Allen***

Contributions	$83.56
Liquidated Damages	$8.36

TOTAL AMOUNT DUE ON E & M'S PROJECTS: **$ 1,842.07**

75. The Trusts are informed and believe that Hofsommer subcontracted covered work to Quinn on October 19, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

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76. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Hofsommer's project in the following amounts:

a. **October 19, 2010 – *Unknown Project Location***

Contributions	$83.56
Liquidated Damages	$8.36

TOTAL AMOUNT DUE ON HOFSOMMER'S PROJECT: **$ 91.92**

77. The Trusts are informed and believe that Intellecom subcontracted covered work to Quinn on March 31, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

78. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Intellecom's project in the following amount:

a. **November 30, 2010 – *Primm Valley Golf***

Contributions	$25.51
Liquidated Damages	$0.00

TOTAL AMOUNTS DUE ON INTELLECOM PROJECTS: **$ 25.51**

79. The Trusts are informed and believe that Layne Christensen subcontracted covered work to Quinn for the time period of November 30, 2010 to December 1, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

80. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Layne Christensen's projects in the following amounts:

a. **November 30, 2010 – *Primm Valley Golf***

Contributions	$94.01
Liquidated Damages	$9.40

b. **December 1, 2010 – *Primm Valley Golf***

Contributions	$94.01
Liquidated Damages	$9.40

TOTAL AMOUNT DUE ON THE LAYNE CHRISTENSEN'S PROJECTS: **$ 206.81**

81. The Trusts are informed and believe that Marnell subcontracted covered work to Quinn for the time period of July 1, 2008 to August 7, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

82. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Marnell's project in the following amounts:

a. **July 1, 2008 – August 7, 2008 – *Echelon***

Contributions	$366.08
Liquidated Damages	$36.61

TOTAL AMOUNT DUE ON MARNELL'S PROJECT: **$ 402.69**

83. The Trusts are informed and believe that M S Concrete subcontracted covered work to Quinn for the time period of July 23, 2008 to May 7, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

84. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on M S Concrete's projects in the following amounts:

a. **July 23, 2008 – *Fiesta Ferrell***

Contributions	$16.64
Liquidated Damages	$1.66

b. **July 30, 2008 – *McDonald Ranch***

Contributions	$16.64
Liquidated Damages	$1.66

c. **August 11, 2008 – *McDonald Ranch***

Contributions	$16.64
Liquidated Damages	$1.66

d. **March 19, 2010 – *Bradford at Providence***

Contributions	$60.87
Liquidated Damages	$6.09

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e. **March 19, 2010 – *Rio Vista***

Contributions	$152.16
Liquidated Damages	$15.22

f. **March 19, 2010 – *Summer Trails***

Contributions	$104.34
Liquidated Damages	$10.43

g. **March 19, 2010 – *Woodside Homes***

Contributions	$191.29
Liquidated Damages	$19.13

h. **March 19, 2010 – *Somerset at Providence***

Contributions	$165.21
Liquidated Damages	$16.52

i. **March 19, 2010 – *Mieneke***

Contributions	$69.56
Liquidated Damages	$6.96

TOTAL AMOUNT DUE ON M S CONCRETE'S PROJECTS: **$ 872.68**

85. The Trusts are informed and believe that Michels subcontracted covered work to Quinn on June 7, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

86. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Michels' project in the following amounts:

a. **June 7, 2010 – *5275 Alto Drive***

Contributions	$199.99
Liquidated Damages	$20.00

TOTAL AMOUNT DUE ON MICHELS' PROJECT: **$ 219.68**

87. The Trusts are informed and believe that Millennium subcontracted covered work to Quinn for the time period of April 10, 2009 to September 19, 2009, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

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88. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Millennium's projects in the following amounts:

a. **April 10, 2009 – *Mesa***

Contributions	$16.64
Liquidated Damages	$1.66

b. **May 12, 2009 – *Mesa***

Contributions	$16.64
Liquidated Damages	$1.66

c. **June 18, 2009 – *Mesa***

Contributions	$16.64
Liquidated Damages	$1.66

d. **July 2, 2009 – *Mesa***

Contributions	$16.64
Liquidated Damages	$1.66

e. **September 19, 2009 – *Café Central***

Contributions	$17.39
Liquidated Damages	$1.74

TOTAL AMOUNT DUE ON MILLENNIUM'S PROJECTS: **$ 92.35**

89. The Trusts are informed and believe that NorPac subcontracted covered work to Quinn for the time period of April 13, 2010 to April 14, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

90. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on NorPac's projects in the following amounts:

a. **April 13, 2010 – *Elkhorne Ponderosa 3***

Contributions	$165.21
Liquidated Damages	$16.52

b. **April 14, 2010 – *Lopez Residence/ Athens & Orleans***

Contributions	$147.82
Liquidated Damages	$14.78

TOTAL AMOUNTS DUE ON NORPAC'S PROJECTS: **$ 344.32**

91. The Trusts are informed and believe that Obayashi subcontracted covered work to Quinn for the time period of July 14, 2008 to April 9, 2009, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

92. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Obayashi's projects in the following amounts:

a. **July 14, 2008 – *Hoover Dam***

Contributions	$16.64
Liquidated Damages	$1.66

b. **April 9, 2009 – *Hoover Dam***

Contributions	$16.64
Liquidated Damages	$1.66

c. **April 15, 2010-June 3, 2010 – *Hoover Dam & Colorado River Bridge***

Contributions	$6264.75
Liquidated Damages	$626.47

TOTAL AMOUNT DUE ON OBAYASHI'S PROJECTS: **$ 6,927.83**

93. The Trusts are informed and believe that Olsen & Leonard subcontracted covered work to Quinn for the time period of March 11, 2010 to May 25, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

94. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Olsen & Leonard's project in the following amounts:

a. **March 11, 2010-May 25, 2010 – *2908 Coastline***

Contributions	$330.41
Liquidated Damages	$33.04

TOTAL AMOUNT DUE ON OLSEN & LEONARD'S PROJECT: **$ 363.45**

95. The Trusts are informed and believe that Penta subcontracted covered work to Quinn for the time period of January 13, 2009 to March 4, 2009, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

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96. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Penta's projects in the following amounts:

a. **January 13, 2009 – *North Parking***

Contributions	$16.64
Liquidated Damages	$1.66

b. **January 15, 2009 – *Parking Garage***

Contributions	$16.64
Liquidated Damages	$1.66

c. **January 20, 2009 – *Parking Garage***

Contributions	$16.64
Liquidated Damages	$1.66

d. **February 5, 2009 – *North Parking***

Contributions	$16.64
Liquidated Damages	$1.66

e. **February 12, 2009 – *Unknown Project Location***

Contributions	$16.64
Liquidated Damages	$1.66

f. **February 17, 2009 – *Parking Garage***

Contributions	$16.64
Liquidated Damages	$1.66

g. **February 20, 2009 – *Parking Garage***

Contributions	$16.64
Liquidated Damages	$1.66

h. **March 4, 2009 – *Parking Garage***

Contributions	$16.64
Liquidated Damages	$1.66

TOTAL AMOUNT DUE ON PENTA'S PROJECTS: **$ 146.43**

97. The Trusts are informed and believe that Precision subcontracted covered work to Quinn for the time period of September 20, 2010 to November 6, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

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98. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Precision's projects in the following amounts:

a. **September 20, 2010 – *Unknown Project Location***

Contributions	$19.14
Liquidated Damages	$1.91

b. **November 6, 2010 – *Unknown Project Location***

Contributions	$83.56
Liquidated Damages	$8.36

TOTAL AMOUNT OWED ON PRECISION'S PROJECTS: **$ 112.97**

99. The Trusts are informed and believe that Pulte subcontracted covered work to Quinn on August 3, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

100. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Pulte's project in the following amounts:

a. **August 3, 2010 – *Unknown Project Location***

Contributions	$9.57
Liquidated Damages	$.96

TOTAL AMOUNT DUE ON PULTE'S PROJECT: **$ 10.53**

101. The Trusts are informed and believe that Silver State subcontracted covered work to Quinn for the time period of May 7, 2010 to May 27, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

102. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Silver State's project in the following amounts:

a. **May 7, 2010-May-27, 2010 – *3505 E. Washington***

Contributions	$143.47
Liquidated Damages	$14.35

TOTAL AMOUNT DUE ON SILVER STATE'S PROJECT: **$ 157.81**

103. The Trusts are informed and believe that Sonora subcontracted covered work to Quinn for the time period of July 23, 2008 to May 7, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

104. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Sonora's project in the following amounts:

a. **December 8, 2009—December 23, 2009 –** ***Triggs Elementary***

Contributions	$104.34
Liquidated Damages	$10.43

TOTAL AMOUNT DUE ON SONORA'S PROJECT: **$ 114.77**

105. The Trusts are informed and believe that Stampco subcontracted covered work to Quinn for the time period of September 23, 2010 to October 15, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

106. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Stampco's projects in the following amounts:

a. **September 23, 2010—October 6, 2010 –** ***Water Rec. Plant***

Contributions	$363.83
Liquidated Damages	$36.37

a. **October 11, 2010 –** ***St. Rose Water Treatment***

Contributions	$114.90
Liquidated Damages	$11.49

b. **October 11, 2010 –** ***Water Rec. Plant***

Contributions	$114.90
Liquidated Damages	$11.49

c. **October 15, 2010 –** ***St. Rose Water Treatment***

Contributions	$156.68
Liquidated Damages	$15.67

d. **October 15, 2010 –** ***Unknown Project Location***

Contributions	$156.68
Liquidated Damages	$15.67

TOTAL AMOUNT DUE ON STAMPCO'S PROJECTS: **$ 997.65**

107. The Trusts are informed and believe that Stone Age subcontracted covered work to Quinn for the time period of July 30, 2008 to November 12, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

108. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Stone Age's project in the following amounts:

a. **March, 2010 – *Craig Ranch Park***

Contributions	$139.12
Liquidated Damages	$13.91

TOTAL AMOUNT DUE ON STONE AGE'S PROJECT: **$ 153.03**

109. The Trusts are informed and believe that Thor subcontracted covered work to Quinn for the time period of July 30, 2008 to November 12, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

110. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on Thor's projects in the following amounts:

a. **July 30, 2008—September 11, 2008 – *Mirage Volcano***

Contributions	$41.60
Liquidated Damages	$4.15

b. **June 18, 2009—July 17, 2009 – *Haze***

Contributions	$34.03
Liquidated Damages	$3.40

c. **July 27, 2009 – *Street of Dreams***

Contributions	$17.39
Liquidated Damages	$1.74

d. **July 27, 2009 – *Mandarin Carolina Herrera***

Contributions	$17.39
Liquidated Damages	$1.74

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e. **August 6, 2009—September 10, 2009 – *Haze***

Contributions	$69.57
Liquidated Damages	$6.96

f. **September 16, 2009 – *Monte Carlo***

Contributions	$17.39
Liquidated Damages	$1.74

g. **September 18, 2009 – *Unknown Project Location***

Contributions	$17.39
Liquidated Damages	$1.74

h. **September 24, 2009—October 3, 2009 – *Haze***

Contributions	$43.48
Liquidated Damages	$4.35

i. **November 7, 2009 – *Monte Carlo***

Contributions	$17.39
Liquidated Damages	$1.74

j. **November 24, 2009 – *Haze***

Contributions	$17.39
Liquidated Damages	$1.74

k. **December 4, 2009 – *Unknown Project Location***

Contributions	$17.39
Liquidated Damages	$1.74

l. **November 2, 2010 – *Unknown Project Location***

Contributions	$120.12
Liquidated Damages	$12.01

m. **November 5, 2010 – *Unknown Project Location***

Contributions	$83.56
Liquidated Damages	$8.36

n. **November 12, 2010 – *Unknown Project Location***

Contributions	$114.90
Liquidated Damages	$11.49

TOTAL AMOUNT DUE ON THOR'S PROJECTS: **$ 691.86**

111. The Trusts are informed and believe that WGDL subcontracted covered work to Quinn on December 7, 2010, for which fringe benefit contributions have not been paid to the Trusts by Quinn.

112. The Trusts are informed and believe, and thereon allege, that fringe benefit contributions are due by Quinn to the Trusts for covered work on WGDL's project in the following amounts:

a. **December 7, 2010 – *Unknown Project Location***

Contributions	$99.23
Liquidated Damages	$9.92

TOTAL AMOUNT OWED ON WGDL'S PROJECT: **$ 109.15**

113. In addition to the liquidated damages and contribution amounts above, the Trusts are entitled to prejudgment interests on all of their claim amounts, in an amount to be determined at trial herein.

114. Pursuant to Section 608.150 of the Nevada Revised Statutes, the named Defendants owe the Trusts the above-stated amounts.

115. The Trusts have made separate written demands to each of the Defendants for payment of the amounts due to the Trusts pursuant to the statute.

116. The Defendants have failed to pay the amounts due in response to these demands.

117. It has been necessary for the Trusts to retain the services of Laquer, Urban, Clifford & Hodge, LLP for the purpose of collecting the contributions and damages due from each of the Defendants. The Trusts are entitled to an award of their reasonable attorneys' fees, both as special damages and under any rule or contractual provision allowing the same.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against the Defendants, and each of them, jointly and severally, as follows:

1. For statutory damages;
2. For interest on the amounts due;
3. For the Trusts' reasonable attorneys' fees;
4. For the Trusts' costs of suit incurred herein; and
5. For such additional relief as the Court deems just and proper.

DATED this 13th day of May, 2011

LAQUER, URBAN, CLIFFORD & HODGE LLP

By: */s/ Nathan R. Ring*
MICHAEL A. URBAN, ESQ.
NATHAN R. RING, ESQ.
EMILY Z. MANNINGER, ESQ.